



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: REFLECTIVE HATS		
Doc ID No: MA 605 0600000441 9		Proc Folder: 47181
Procurement Type: Standard Goods		
Effective Date: 2006-04-24	Expiration Date: 2010-04-30	Not To Exceed Amount
Administered By: LAURA STEPHENS		Cited Authority: FAP111-35-00-G
Telephone: 502-564-4630		Issued By: LAURA STEPHENS

Reason For Modification: Renew contract for an additional twelve months as per the terms and conditions of the contract. All parties are in agreement. Renewal contract period will be from 5/1/09 thru 4/30/10. There are no optional renewal periods remaining.

V E N D O R	PROMOTIONAL SPORTS APPAREL	
	90 UPLAND LN	
	OXFORD	GA 30054
	US	

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Reflective Baseball Type Hat		0.00	EA	6.60000	0.00	0.00

Extended Description

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	Reflective "Boonie" Hat		0.00	EA	9.50000	0.00	0.00

Extended Description

- Minimum order quantity of six (6)
- Delivery within 45 days

Total Order Amount:	0.00
---------------------	------

0600000441	Document Phase Final	Document Description REFLECTIVE HATS	Page 2 of 10
------------	--------------------------------	--	-------------------------------

Original Solicitation Number: S-06135802

Solicitation Terms and Conditions

**BIDDER GUARANTEES 100% DELIVERY WITHIN
__80__ CALENDAR DAYS AFTER RECEIPT OF A DELIVERY
ORDER FOR THE INITIAL ORDER ONLY. ANY AND ALL
SUBSEQUENT ORDERS SHALL BE DELIVERED WITHIN 5
BUSINESS DAYS.**

Section 1

Scope of Contract

The Kentucky Transportation Cabinet Division of Purchases issues this Solicitation to establish a Catalog Master Agreement(s) for KYTC Division of Maintenance. The KYTC – Division of Maintenance and the twelve Highway Districts will use these items. Vendors who do not bid all items will be considered non – responsive.

Section 2

Purpose

The purpose of this Solicitation is to provide minimum specifications for the purchase of the product or item that meets the needs and desires of the Agency.

Section 3

General

This Solicitation is not designed to eliminate Vendors or manufacturers of similar or equal products. It should be noted, however, that these specifications are written around specific needs of this agency. Therefore, requirements have been identified in the specifications with the intent to standardize items and to establish a certain standard of quality. Different brands will be accepted provided that the Vendors note in their bid, and provide documentation, that the particular product meets or exceeds the quality of the actual item called for in the specification. The agency reserves the right to consider those bids non-responsive that do not comply with the specifications contained herein.

Section 4

Initial Contract Period

The Transportation Cabinet Division of Purchases issues this Solicitation to establish a Catalog Master Agreement for KYTC – Division of Maintenance and all Districts. The contract(s) established from this Solicitation shall be for a period of one (1) year from the date of contract award.

0600000441	Document Phase Final	Document Description REFLECTIVE HATS	Page 3 of 10
------------	--------------------------------	--	-------------------------------

Section 5

Renewal Clause

This Catalog Master Agreement may be extended at the completion of the initial contract period for three (3) additional one-year periods. This extension must have the written approval of the Vendor and the Agency.

Section 6

Renewal Clause – Optional Renewal Period

As the Catalog Master Agreement resulting from this Solicitation shall provide for an optional renewal period, the Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

Section 7

Agencies to Be Served

This Catalog Master Agreement(s) shall be for use by KYTC Division of Maintenance and the twelve (12) Highway Districts and Division of Property and Supply.

Section 8

Extending the Contract Use to Other Agencies

The Transportation Cabinet Division of Purchases reserves the right to offer the Catalog Master Agreement(s) resulting from this Solicitation to other state agencies requiring the product or service with the consent of the Vendor and the Agency.

Section 9

Signing Solicitation and Addenda

An authorized representative shall complete and sign where indicated on the Solicitation sheet that is the front page of this Solicitation and elsewhere as identified in this solicitation. This also applies to Addenda that are issued in connection with the Solicitation. FAILURE TO DO SO MAY RESULT IN THE VENDOR'S PROPOSAL BEING CONSIDERED NON-RESPONSIVE.

With regards to all future Addenda issued, the following clarification shall apply:

- A signature on the vendor response to the **latest** Addendum is required. If the Division of Purchases receives the Vendor signature on the **latest** Addendum, a signature on earlier Addendum's or the original Solicitation is not required.
- If a vendor has sent a signed response on other than the **latest** Addendum, the Division of Purchases will also accept this as being responsive, **IF** the **latest** Addendum(s) do not materially alter the price/quality or in other ways impact the desired outcome to the end user.

0600000441	Document Phase Final	Document Description REFLECTIVE HATS	Page 4 of 10
------------	-------------------------	---	-----------------

Section 10

Solicitation Submission Requirements

Vendors shall submit the bid response under sealed cover, which shall be received no later than the date and time indicated on the face of this Solicitation. **Fax copies of Vendor Bid responses SHALL NOT BE ACCEPTED FOR THIS SOLICITATION.** Bids not meeting this requirement may be considered non-responsive. Any bid response received after this date and time shall be rejected.

Section 11

Special Terms and Conditions for Reflective Caps

1. Deliveries are to be made within the vendor's guaranteed delivery time as noted on the bid response.
2. Deliveries shall be boxed by delivery order number.
3. No partial deliveries will be accepted.

Workmanship must be first quality, no seconds, and free from defects. All sizing shall meet federal commercial standards. All items to have labels, which include manufacturer's name and fiber content labels to meet federal Fiber Identification, Act. Please note the following web address for information regarding the Federal Fiber Identification Act:

<http://www.ftc.gov/os/statutes/textile/rr-textil.htm>

Section 12

Materials

The materials used shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and suitable for the intended service.

Section 13

Exceptions to Specifications

Any exceptions to these specifications must be clearly pointed out. Otherwise, it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible for delivering the items meeting these specifications. Any exceptions must be **CLEARLY** marked as such within the body of the bid and explained on a separate page. Please reference the listed specification and your item of exception. **Vendor's please submit your specification material (as detailed as possible) so that it may be evaluated as completely as possible. Please submit brochures, pictures, technical data, specification drawings, or other items that will aid in the evaluation.**

Section 14

Price, Delivery, and Payment

All price quotes shall be FOB destination. **Price quotes must be firm for a minimum of 180 days.** The price quotes shall be complete and include warranties. Vendors are to provide a guaranteed delivery time as part of this bid submission. Partial shipments will not be allowed. All orders shall be shipped complete.

Section 15

0600000441	Document Phase Final	Document Description REFLECTIVE HATS	Page 5 of 10
------------	--------------------------------	--	-------------------------

Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by the contract resulting from this Solicitation shall be firm for the contract period subject to the following:

A: Price Increases: A price increase will not be allowed during the first 180 days of the contract.

Only one price increase will be allowed during the contract period. The price increase must be based on industry wide price changes. The contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Transportation Cabinet Division of Purchases may request additional information or justification. If the price increase is denied, the contract holder may withdraw from the contract without prejudice upon written notice and approval by the Transportation Cabinet Division of Purchases. Notice of withdrawal must be provided forty-five (45) days prior to the effective date.

B: Price Decreases: The contract price shall be reduced to reflect any industry wide price decreases. The contract holder is required to furnish the Transportation Cabinet Division of Purchases with notice of any price decreases, as soon as such decreases are available.

C: Extended Contract Periods: If the contract provides for an optional renewal period, a price adjustment may be granted at the time the contract is renewed, subject to price increase justification as required in paragraph "A. Price Increases" as stated above.

Section 16

Post Contract Agreements

The resulting contract(s) shall constitute the entire agreement between the State and awarded contractor. Unless contractually provided, State agencies utilizing this contract will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a contract resulting from this Solicitation or offer. Any such documents so obtained will be non-binding on the State and agents of the State and will be cause for breach of contract.

Section 17

Firm Pricing

Except as otherwise provided, bid prices must be firm. Prices bid subject to qualifications such as "in effect on receipt of contract/order, escalation, or other variables" shall be considered as non-responsive.

Section 18

Product / Condition

Unless otherwise indicated in the bid, it is understood and agreed that any item offered or shipped on this bid shall be new and in first class condition. Any product failing to meet the foregoing requirements shall be returned to the contractor, at their expense, and replaced with a new product.

Section 19

Product Acceptance

Acceptance of the products at the point and time of delivery shall not be interpreted, as an indication by the Agency that the products received are acceptable. Final acceptance and authorization for payment shall only be given

0600000441	Document Phase Final	Document Description REFLECTIVE HATS	Page 6 of 10
------------	--------------------------------	--	-------------------------

after a thorough inspection has determined that the items delivered are in accordance with specifications.

Bidders are advised that in the event that the delivered products differ in any respect from the specifications, then, and in that event, payment to the Vendor will be withheld until such time as Vendor takes necessary corrective action. The Agency may at its discretion refuse to accept delivery of the product, in which case the products shall remain the property of the Vendor and the State shall not be liable for payment of any nature.

Section 20

Quantity Basis of Contract – Estimated Quantities

Any and all quantities mentioned in this Solicitation are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements.

Section 21

Basis of Shipment

The vendor/contractor shall be fully responsible for all shipments, FOB, freight prepaid and allowed at Kentucky agency indicated on each order. All shipments must be freight prepaid. Quotations of unit prices on the invitation shall be, FOB, receiving agency.

Section 22

Cancellation Clause – 30 Days Notice

The Commonwealth may cancel the contract established from this Solicitation by giving written notice, 30 (thirty) calendar days prior to effective cancellation date.

Section 23

Service Performance

All products and services performed under contract shall be in accordance with the terms and provisions of the contract. It will be the agency's responsibility to ensure that such services rendered are performed and are acceptable.

Major deviations of services performed will not be made without the written approval of the Transportation Cabinet Division of Purchases. Problems, which arise under any aspect of performance, should first be resolved between the Vendor and the agency. Either party should refer in writing any such problems and/or disagreements that cannot be resolved to the Transportation Cabinet Division of Purchases for settlement.

Section 24

Warranties

The manufacturer's most favorable warranty offered to preferred customers shall apply to all items. A copy of such warranty shall be furnished to the agency upon delivery of the equipment or product. Please submit a copy with bid response stating warranty period and type of warranty (limited, full, etc.)

Section 25

Termination of Contracts

The Commonwealth reserves the right to terminate contracts for convenience when requirements under the contract no longer exist. A written notice will be given to the Vendor at least 30 days

0600000441	Document Phase Final	Document Description REFLECTIVE HATS	Page 7 of 10
------------	--------------------------------	--	-------------------------

prior to such proposed termination date.

Section 26

Agreement between Parties

By submitting a bid, the bidder acknowledges and agrees to be bound by the terms and conditions of the Solicitation.

The bidder agrees that a resulting contract is the complete and exclusive statement of the agreement between the parties, which supersedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Solicitation. It is further agreed between the parties, that any valid modification of contractual agreement must be formalized by issuance of a Contract Modification from the Transportation Cabinet Division of Purchases.

Section 27

Deliveries

When delivery is not made as provided in this contract the Commonwealth reserves the right to make the purchase on the open market or from another vendor also awarded a contract from this Solicitation, with any cost in excess of the contract price paid by the successful Vendor. Failure of the Vendor to meet contract delivery dates may also be cause for cancellation, removal from eligibility for future contracts, or both. **The Commonwealth has an additional option whereby the Vendor agrees that if delivery is not made within the contracted due date that a one hundred dollar (\$75) penalty per calendar day will be deducted from the Vendor's invoice for each calendar day the Vendor fails to meet the contracted delivery date.** Either option may be used based on the Commonwealth's discretion.

Section 28

Addition or Deletion of Goods or Services

The Transportation Cabinet Division of Purchases reserves the right to add new and similar items, with the consent of the Vendor and the agency to any contract awarded from this Solicitation. The Transportation Cabinet Division of Purchases to effect this change will issue a Contract Modification.

Section 29

Governmental Restrictions

In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this Solicitation prior to delivery, it shall be the responsibility of the successful bidder to notify the Transportation Cabinet Division of Purchases in writing, indicating the specific regulation which requires such alterations. The Commonwealth reserves the right to accept any such alterations, including any subsequent price adjustments, or to cancel the contract.

Section 30

Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth

0600000441	Document Phase Final	Document Description REFLECTIVE HATS	Page 8 of 10
------------	--------------------------------	--	-------------------------------

prior to acceptance. In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the Vendor's expense.

Section 31

Federal Tax Exempt Purchases by the Commonwealth of Kentucky

Contracts Direct With Manufacturer: In the event a manufacturer bids direct and is awarded a contract, the Transportation Cabinet Division of Purchases shall request the contractor to furnish evidence of registration with the U.S. Internal Revenue Service. This registration shall be in accordance with the "Temporary Rules, 1958 Excise Tax Act". After such registration, individual Excise Tax Exemption Certificates are not necessary on each individual order issued against the contract by the Transportation Cabinet Division of Purchases. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Contract With Other Than Manufacturer: If successful bidder is other than the manufacturer, the Transportation Cabinet Division of Purchases will furnish Tax Exemption information. Therefore, quoted prices must be exclusive of Federal Excise Taxes.

Section 32

ALL PROVISIONS OF THIS SOLICITATION SHALL BE PART OF ANY RESULTING CATALOG MASTER AGREEMENT(S).

SPECIFICATIONS

HIGH VISIBILITY BASEBALL CAP

STYLE: Six Panel- Structured Front- Mid Profile- with adjustable back strap
Cut size to be approximately 58 cm. A minimum of ten (10) square inches of 3M™ Scotchlite Reflective Material (fabric 8910) to be provided.

MATERIALS: Cap fabric to be 100 % textured polyester. Weight to be approximately 5.5 ounces per square yard. Color to be lime/yellow fluorescent.
Fabric to be rated as per AATC test methods for Color Fading 4.0 to 4.5
Fabric to be rated as per AATC test methods for Color Fastness 4.0 to 4.5

CROWN: Crown to be assembled S/N lock stitch, sewn using 100% polyester matching thread. Stitch density to be a minimum of 10 SPI.
2 Needle spacing to be approximately 12mm.
Inside panel seams to be covered with white cotton taping not less than 15mm wide.
All taping to have closed, turn and close, and stitch cover seams.
Each crown panel to have one sewn eyelet, centered on the panel.
Fluorescent lime/yellow eyelet to match crown fabric.
Position of eyelet center to be approximately 70mm from the top of the button.
Front two panels to have medium firmness, fusible buckram woven interlining.
Crown to have non rusting 22 ligne top button covered in reflective fabric.

0600000441	Document Phase Final	Document Description REFLECTIVE HATS	Page 9 of 10
------------	--------------------------------	--	-------------------------------

The side 2 cap panels on the left and right of the bill to have a patch of the 3M reflective fabric 8910 sewn on top of the lime/yellow fabric.

The size of the left reflective fabric panel to be 5 1/8 inches long and 7/8 inch high plus 1/8 inch satin stitch border around the panel. Position to be approximately 1/2 inch from cap bottom..

The size of the right reflective fabric panel to be 3 3/4 inches long by 7/8 inch high plus 1/8 inch satin stitch border around the panel. Position to be approximately 1/2 inch from cap bottom.

Both reflective fabric panels to have rounded corners.

CROWN EMBROIDERY: Front-Center **See logo artwork.** All embroidery to be done prior to assembly. A strip of reflective fabric is to be placed across the front two panels. Strip to be approximately 25mm by 115mm. Strip to be centered by width and to be approximately 20mm above the Pro Seam with silver/gray satin stitch to finish the edges of fabric.

The Kentucky Transportation Cabinet logo to be centered and either direct embroidered or embroidered utilizing a patch supplied by the Department on top of the reflective fabric. Vendors are to provide pricing for both options. Upon award the vendor shall be notified as to which option will be utilized. The bottom half of the logo will be applied directly on the reflective fabric strip while the top half of the logo will be above the reflective fabric strip. The logo size to be approximately 30mm high and approximately 100mm wide. The area surrounding the logo shall have no stitch puckering or distortion caused by the embroidery or attachment of the logo patch. If direct embroidery of the logo is provided the following thread colors shall be utilized: Black, white, and Pantone 116 yellow. (See attachment for logo)

BACK LOGO: Text to be "SAFETY FIRST"

This is to be centered, arched and embroidered above the Back Vent. Size of text to be 7-8mm high. Thread color to be Black.

LEFT SIDE: Retro reflective Strip with embroidered USA flag to be centered horizontal on the 3 3/4 inch reflective fabric panel. Half the vertical height is positioned above the reflective fabric and half of the flag is positioned on the reflective fabric panel. The flag logo shall measure approximately 3/4 inch high by 1 3/8 inch long.

CROWN SWEATBAND: The crown sweatband to be manufactured using 3 parts.

The sweatband shell material to be 100 % cotton twill, construction of fabric (108 x 56) (20's x 16's). The raw edges of the sweatband to be turned and stitched closed on the inside. Inside the sweatband will be vapor / perspiration barrier 1 ply of polyethylene or close substitute. Second inside ply shall be firm, non woven interlining.

Sweatband shall have 2 rows of stitching in addition to 1 row at edge and 1 row for attaching to the crown. SPI 10 - 12.

CROWN BACKSTRAP: The adjustable backstrap will be 2 part. The bottom ply will be 100% textured polyester. The top face ply shall be reflective fabric. Reflective fabric to be turned under and stitched for a finished edge. Strap width to be approximately 20 mm. Strap length to be approximately 190 mm.

	Document Phase	Document Description	Page
0600000441	Final	REFLECTIVE HATS	10 of 10

CROWN BACKSTRAP BUCKLE: The backstrap flip buckle will be silver grey with clear coat polyurethane, non rusting with matching metal grommet. Buckle to be securely attached to the sweatband by a non rusting "o " rivet .

PEAK OR BILL OF CAP: The board material for the peak shall be composite polyethylene, color black or close substitute subject to approval. Cardboard or paper by-product shall not be accepted. The peak shall be pre-curved at the factory. The top and bottom shell / cover plys will be 100 % cotton approximately 108 x 56 / 20's x 20's non-brushed black Chino cotton twill. Color fastness to be grade 4 as per AATC test methods. The peak to have sandwich peak, with a separate piece of Lime Green ANSI compliant fabric around the edge of the peak. All join seams on the peak are to be turned, folded and stitched closed. No raw seams to appear. The peak shall have 6 rows stitching. First row placement to be approximately 20 mm from edge of peak. Needle spacing for the other 5 rows to be approximately 10 mm. Peak – Crown join seam to have " Pro Stitch " attachment method.

BIDDER GUARANTEES 100% DELIVERY WITHIN __ 80 __ CALENDAR DAYS AFTER RECEIPT OF A DELIVERY ORDER FOR THE INITIAL ORDER. ANY AND ALL SUBSEQUENT ORDERS SHALL BE DELIVERED WITHIN 5 BUSINESS DAYS.

THE VENDOR AGREES THAT WHEN DELIVERY IS NOT MADE WITHIN THE GUARANTEED DELIVERY TIME FRAME, IT IS AGREED AND AUTHORIZED FOR THE COMMONWEALTH TO DEDUCT A \$75 PER DAY PENALTY FROM INVOICE TOTAL FOR EACH DAY BEYOND STATED DELIVERY.

THE VENDOR WILL NOT BE HELD RESPONSIBLE FOR FAILURE TO DELIVER IF THE FAILURE IS DUE TO ACTS BEYOND THEIR CONTROL, SUCH AS A GENERAL STRIKE, WAR, FLOOD, OR TORNADO. WRITTEN PROOF THAT THE FAILURE TO DELIVER WAS BEYOND THEIR CONTROL WILL BE SUBMITTED IMMEDIATELY BY THE VENDOR TO THE DIRECTOR OF THE DIVISION OF TRANSPORTATION PURCHASES.